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April 2, 2019

REQUEST FOR BIDS #19-02
BODY-WORN CAMERA EQUIPMENT, SUPPLIES, LICENSES, STORAGE
Notice to Bidders

Notice is hereby given that the City of Escondido, hereinafter referred to as "City" is seeking bids from qualified companies to provide the Escondido Police Department body-worn camera equipment, supplies, licenses, and video storage.

Bidders shall provide one (1) original and five (5) copies of the bid for the evaluation team to review. Bid shall be in a sealed envelope or package clearly marked "Request for Bid #19-02, Body-Worn Camera Equipment." Bids must be submitted to, and received by, the City of Escondido Purchasing office, located at 201 N. Broadway, Escondido, CA, 92025, on or before the closing date and time. **Any bids received after the closing date and time will be returned unopened to the bidder.**

BID CLOSING DATE: April 22, 2019 2:00 p.m.

BID CLOSING LOCATION: City of Escondido
Purchasing Division
Finance Conference Room
201 North Broadway
Escondido, CA 92025

Bidders shall thoroughly review this solicitation for defects and questionable material. Questions or comments concerning this RFB must be submitted solely via email to Yvonne Trabue, Purchasing Supervisor at ytrabue@escondido.org no later than 2:00 p.m. on April 10, 2019. Emails must be clearly referenced as RFB#19-02, Body-worn Camera Equipment. Any questions or comments received after April 10, 2019, will be disregarded. A summary of questions from prospective bidders and City responses will be posted by RFB number on the City's website at www.escondido.org by 2:00 p.m. on April 15, 2019.

Each bid shall be in accordance with specifications, instructions, and information contained in this bid package. The City reserves the right to accept or reject any or all bids for any reason it deems necessary and to waive defects or irregularities in any bid at its sole discretion. This Request for Bid does not commit the City of Escondido to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

A handwritten signature in black ink that reads "Yvonne Trabue".

Yvonne Trabue,
Purchasing Supervisor

Introduction

The City of Escondido is soliciting bids from qualified companies to provide the Escondido Police Department with:

- 166 body-worn cameras
- 166 units of mounting hardware
- 166 docking slots (one per camera)
- 166 basic user licenses
- 11 professional/administrative/full-access user licenses
- A video storage solution, which partners with the provided body-worn cameras, to store, manage, retrieve and share captured digital video
- Access to a stand-alone, digital, storage and management system for prosecution partners

Potential vendors must demonstrate experiences in designing and maintaining body-worn camera and backend server solutions. The intent of this request for bids is to acquire body-worn video camera equipment for public safety use that offers ease of use, functionality, recording and storage capabilities.

Background

The Escondido Police Department received funding from the U.S. Department of Justice's FY 16 Body-worn Camera Policy and Implementation Program Grant. Grant funds will be used to purchase the items listed in this bid request. All tangible items must be received by the City and the video storage solution fully functional to the City's satisfaction no later than August 31, 2019.

The City shall evaluate only those responses to this Request for Bids (RFB) that precisely conform to each of the requirements and submission formats described in this document. Responses deviating in any way from the requirements and submission formats may be declared non-responsive at the City's discretion.

Estimated RFB Timeline

The following timeline is the City's best estimate for the RFB process and is not binding on the City.

RFB Released	April 2, 2019
Deadline to Submit Questions via email to the City	April 10, 2019
City Posts Questions and Answers to City Website	April 15, 2019
Bids Due	April 22, 2019
On-Site Demonstration/ Equipment Testing Dates	April 23 thru May 24, 2019
Contract Award by City Council	June 05, 2019

Bid Requirements

Bidders shall meet or exceed the following specifications and will be expected to prove qualification:

Body-worn camera specifications:

- Ability to select video resolution from 1080P/720P/480P
- Video format: MPEG4
- Battery life: At least 10 hours
- Dimensions must not exceed: Height: 4 inches, Width: 4 inches, Depth: 1.5 inches
- Storage capacity: At least 64 GB
- Recording time: At least 30 hours on lowest video resolution setting
- Recording indicator visible to the operator
- Ability for the officer/operator to turn the recording indicator off and on
- Minimum field of vision of 130 degree
- Low light functionality similar to the human eye
- Ability to disable night vision function
- Ability to transfer camera between multiple locations on the body
- Auto-tagging function for date/time, including hours, minutes, and seconds
- Configurable pre-event buffering
- Smart phone application to view video in the field and add metadata to video files (both iOS and Android based)
- Geotagging ability
- Mutable audio feature
- IP Rating: IP67
- “First-person view” camera option for motor officers, bicycle officers (head-mounted)
- Wireless activation features (gun draw, lights/siren activation, less-lethal weapon use)
- Ability to integrate with in-car camera system
- Presence of enhanced user authentication
- Ability to support multiple concurrent user log-ins
- Shock resistant and sustainable during drop of test of 6 feet

Cloud-based storage requirements:

- Storage solution shall comply with the security regulations set by CJIS (Criminal Justice Information Services) (**statement of compliance must be provided with bid**). For information on CJIS standards, please see <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>.
- Ability to export data in an industry standard file format. Provide bidder's electronic file sharing protocol to transfer video and other digital evidence to law enforcement partners (district attorney, city attorney, defense attorney, DMV investigators, private law firms, other law enforcement agencies)
- Bidder is prohibited from mining or sharing data without written consent from the City
- Configurable roles and permissions (users, investigators, program administrators)
- Programmable automatic purge/retention features to manage digital evidence based on the type of event and retention period
- Customizable video categories

- User-friendly, in-system, redaction tools to include: object tracking and recognition of faces, license plates, and computer screens
- System-generated reports for internal audit purposes. (User summaries, category summaries, external sharing reports, deleted items reports, etc.)
- Ability to ingest and store other digital evidence (photographs, PDFs, audio files, 911 audio files)
- Unlimited access and connections to retrieving or downloading the stored data
- All data captured, stored, generated or otherwise produce by the BWC are property of the City and shall be made available to the City at no additional cost.
- After termination of contract, bidder shall maintain the City's data during 180 days following termination at no additional cost.
- Specify guaranteed download and upload speeds.
- Provide the security used to protect the data during transmission from Escondido Police secure network to the data storage.

Accessories:

- Mounting hardware to secure camera to a variety of police uniforms to include, but not limited to Class A uniform, Class B uniform, Battle Dress Uniform (BDU), standard button-up or zippered uniform shirt, Load-bearing MOLLE (Modular Lightweight Load-carrying Equipment) vest, motorcycle and bicycle helmets, and protective eyewear
- Docking/charging stations that automatically upload data to cloud-based storage

System and service requirements:

- 30-day repair/replacement services for defective or broken hardware items, including cameras and docking stations
- Ability to expand to car-based cameras under same platform
- Access to a stand-alone, digital, storage and management system for prosecution partners

Maintenance and User Fees:

- The City will not pay software maintenance or support fees until the functions and features are demonstrated as operational in production. The City shall be entitled to exercise its option to purchase Extended Maintenance for a given option period.
- User fees, if any, will include costs for all subscription licensed software provided by the bidder, such as third-party modules, middleware, and integration.

Warranties:

- All hardware equipment warranties shall not be less than(1) one-year from the date of satisfactory installation for all equipment.
- Storage solution shall perform materially as required in this RFB during the term of the agreement.
- Bidders shall provide a copy of each manufacturer's written warranty statement for each piece of equipment.
- Bidders shall provide the details of all warranties that are applicable to the services that will be provided to the City.

Training

Bidder shall provide training on operation of the equipment and video storage solution, to include all training materials at no additional cost.

On-Site Demonstrations/Equipment Testing

At the option of the City, a testing or demonstration period will be performed from April 23, 2019 through May 24, 2019. The City **shall not** reimburse the bidder for the cost associated with On-Site Demo or Equipment Testing. During this time, the bidder agrees to provide a minimum of two (2) cameras and the City will test the cameras to assess them in a static and fluid environment in accordance with specifications.

Communications with the City

Communication with City employees other than the Purchasing Supervisor is prohibited, and no City employee or representative other than the City's Purchasing Supervisor is authorized to provide any information or respond to any questions regarding this RFB. Prospective contractors may contact the Purchasing Supervisor solely via e-mail.

Right to Submitted Material

This RFB does not commit the City of Escondido to award a contract, to pay any costs incurred in the preparation of a contract or bid, or to procure or contract for, any services. The City reserves the right to accept or reject any or all bids received as a result of this RFB, or to amend, cancel (in part or in whole) this RFB if it is in the City's best interest to do so. All bids, reports and data submitted to the City shall become the property of the City of Escondido and may not be returned.

Bid Content

Bids must include the following information, in the order listed below.

-Cover Letter:

A cover letter introducing the company and the individual who will be the contact person. This letter shall briefly state the vendor's experience in designing and maintaining body-worn camera and backend server solutions. Bidders shall have a minimum of 3 years in business providing this type of product and service.

-Qualifications and Experience:

- The Potential Vendor shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service.
- The Potential Vendor shall list the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.

- The Potential Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
- The Potential Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.
- If selected, Vendor, and any of their employees who work with the video system, must agree to submit to and pass a criminal background check.

-References:

Bidders shall provide references of at least three (3) different clients similar in size and scope to the City of Escondido and include a summary of the products and services in use for each client. Please provide Company name and address, contact name, contact telephone number and email address.

Contract Term

The bidder will enter into a service agreement with the City based upon the contents of this RFB and the bidder's response to the solicitation. This service agreement will be for a period of one (1) year, with an option to renew the agreement for two (2) additional one-year terms.

Appropriations

City's funding of this agreement shall be on a fiscal year basis and is subject to annual appropriations. Bidder acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for the purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriations.

Bid Price

Bid price shall include all components, hardware, software, installation, service maintenance, and any other items necessary for complete system operation.

Bidders shall provide a detailed price sheet using the form provided below as an example, other formats will not be accepted. Prices reflected in the bid shall include any discounts. All products proposed and the pricing indicated in the Pricing Form must comply with all the requirements in this RFB. Prices should be F.O.B. to the Escondido Police Department and include applicable taxes.

- Annual maintenance and support costs shall be provided at a "fixed" per year price over three years.

- Bid prices shall include storage pricing options.

BID PRICING FORM					
Qty	Unit of Measure	Description	Vendor Description Model Numbers	Unit Price	Extended Price
166	EA	Body-worn cameras			
166	EA	Units of mounting hardware			
166	EA	Basic User Licenses			
166	EA	Docking Slots (one per camera)			
11	EA	Professional/Administrative/Full -Access User Licenses			
		A video storage solution (Provide pricing options and specify unit of measure to calculate cost, such as unlimited, per user/camera, etc.)			
1	EA	Management system for prosecution partners			
	1st Year	Annual Maintenance and Support - Hardware/Software			
	2nd Year	Annual Maintenance and Support - Hardware/Software			
	3rd Year	Annual Maintenance and Support - Hardware/Software			
		Hourly Rate for Training Services if not included in the price			
		Other (add lines as necessary)			
		Tax			
		Installation			
		Shipping			
		Total Bid Cost			

CITY OF ESCONDIDO GENERAL PROVISIONS

PLEASE READ CAREFULLY
THESE PROVISIONS ARE A PART OF YOUR BID AND CONTRACT

Pursuant to the Notice to Bidders advertised in the official City newspaper, the specification requirements and General Provisions are on file with the City, and are subject to all provisions of the Ordinances of the City of Escondido. The person signing the bid further warrants that this bid is genuine and non-collusive, or made in the interest of any person, firm or corporation. A non-collusion affidavit shall be properly completed and returned with the bid documents.

In submitting this bid, the bidder agrees that:

- Bidder has carefully examined the specifications and all provisions relating to the items to be furnished, or the work to be done, and understands the meaning of the requirements, and agrees to the same.
- Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and strictly conform to the City of Escondido specifications.
- Bidder must be prepared to use the City's standard contract form rather than its own contract form. A sample of the Public Service Agreement is attached as "Exhibit A." No other agreement is contemplated in these bids and all licensing or other necessary permissions should be contained in the bid. Any terms in the bid regarding limitation of liability, licensing, limitation in time of warranty, or other term that is inconsistent with the RFB requirements or the standard City contract form will not be allowed.

The Purchasing Supervisor will furnish specifications for all bids. Bids must be submitted in a sealed envelope with the bid number on the outside. **BID SHOULD BE COMPLETE WITH SPECIFICATIONS AS FURNISHED AND MAILED OR HAND DELIVERED TO THE CITY OF ESCONDIDO, PURCHASING DEPARTMENT, 201 N. BROADWAY, ESCONDIDO, CA 92025, PRIOR TO THE TIME SET FOR BID OPENING.**

1. PRICES

All prices and notations must be in ink or typewritten. Changes or corrections may be crossed out, typed or written in ink, and must be initialed in ink by the person signing the bid. In the event of a conflict between bidder's unit price and extended price, **the unit price will prevail.**

2. SIGNATURE

All bids must be notarized and signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to sign the bid. Obligations assumed by such signature must be fulfilled.

3. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified, corrected, or withdrawn PRIOR to the exact hour and date of the bid opening. Bid modifications, corrections, or withdrawals are not permitted AFTER the exact hour and date of the bid opening.

4. LATE BIDS

If bids are received after the exact hour and date of the bid opening, those late bids will be rejected and returned to the bidder unopened.

5. NO BIDS

If a no bid is submitted, the bid response should be clearly marked as "NO BID". If a bidder fails to respond to the bid, the Purchasing Supervisor reserves the right to delete the bidder from the City's vendor file.

6. EXPIRATION OF BID

All bids shall be considered firm for a period of ninety (90) calendar days, commencing the day following the date of bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.

7. AWARD OF CONTRACT

- a. Bids will be analyzed and the award made to the lowest and most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any item or items therein, to waive any informalities technical defects and minor irregularities in bids received, and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- c. The City reserves the right to award one or more contracts on the bids submitted whether by award of all items to one bidder or by award of separate items or groups of items to various bidders unless the bidder clearly specifies otherwise in the bid.
- d. Acceptance by the City of Escondido of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and drawings contained in the complete contract.

8. TERMINATION FOR CONVENIENCE

The Purchasing Supervisor, by thirty (30) day written notice, may terminate this contract in whole or in part when it is the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable costs to the point of notification of termination, but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for the actual services rendered to the effective date of termination.

9. TERMINATION FOR DEFAULT

- a. The City of Escondido may by written notice of default to the successful bidder (subject to the provisions of paragraph (9c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
 - (1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the successful bidder fails to perform any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of ten (10) calendar days, City may terminate this contract.
- b. In the event the City terminates this contract in whole or in part, as in paragraph (a), the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated. The successful bidder shall be liable to the City for any excess costs for such similar supplies or services provided. The successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder or its agent. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather. However, in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.

10. BID PROTEST

Any bid protest for City purchases of supplies and equipment must be made in writing to the Purchasing Supervisor (5) five business days prior to the day of such matter comes before City Council for bid award. The Purchasing Supervisor will notify the City Council of the facts and circumstances regarding the bid protest. The City Council will hear and determine the bid protest prior to the bid award; and may continue the matter to obtain additional information as the City Council deems necessary, or may determine the final decision of the bid award.

11. ALTERNATIVE PROPOSALS

To be a responsive bidder, bidders must submit a bid that meets all specific bid requirements. Bidders may propose "equals" as provided for in accordance with item 12 of these General Provisions. Once bidders have proposed a product which is responsive to the specifications, bidders may thereafter include with their bid any additional proposals or alternative products which are not "equals" but bidder believes may meet or exceed City's requirements, and which offer City additional advantages or benefits based on the state of the art that were not contemplated by City when the requirements were prepared.

The City reserves the right to evaluate and accept or reject such alternatives, as though they were part of the original specifications, without advertising for further bids, or to re-advertise based on such

proposed state of the art alternatives when in the best interest of the City. Any awards so made will be based on cost analysis considerations that result in the optimum economic advantage to the City.

12. BRAND NAME

Whenever a reference to a specific brand name is made in this Request for Bid, it is to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or "equal" may be offered by the bidder, subject to testing and evaluation at the option of the City prior to bid award.

The City reserves the sole right to reject a substituted component that will not fulfill the requirements. It shall be the sole responsibility of the bidder to provide at bidder's expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation at qualified test facilities, at bidder's expense, including destructive testing, may be required as a condition of acceptance.

13. ROYALTIES, LICENSES AND PATENTS

Unless otherwise specified, the successful bidder shall pay all royalties, license and patent fees. The successful bidder warrants the materials to be supplied do not infringe any patent, trademark or copyright. The successful bidder agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

14. CONFIDENTIAL INFORMATION

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the bid or contract record.

15. RIGHT TO DETERMINE FINANCIAL RESPONSIBILITY AND VIABILITY

The City reserves the right to request Bidder information pertaining to the financial stability of the Bidder sufficiently comprehensive to allow an appraisal of the Contractor's current financial condition.

16. RIGHT TO REQUEST ADDITIONAL INFORMATION

Bidder shall furnish additional information as the City may reasonable require. The City reserves the right to make investigations of the qualifications of the Bidder as it deems appropriate.

17. PURCHASE ORDER

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. All payments made pursuant to this contract are not assignable and shall only be made payable to the successful bidder. The City's payment terms are Net 30 days from the date of the invoice. No pre-payment or partial up front down payment will be made for any goods or services.

18. BIDDER'S INVOICE

Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

19. DELIVERY

- a. Bidder shall state delivery terms on the bid form unless already specified, in which case delivery shall be made within the time set forth. Where time is stated in a number of days, it shall be Monday through Friday excluding Saturdays.
- b. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other cause beyond his control, provided a written extension of time is obtained from the Director of Finance.
- c. All prices shall be F.O.B. destination. Bids other than F.O.B. destination, shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.

20. LATE SHIPMENT

Bidder is responsible to notify the department receiving the items and the Purchasing Office of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

21. LOST AND DAMAGED SHIPMENT

Risk of loss or damaged items prior to the time of their receipt and acceptance by the City is upon the Bidder. The City has no obligation to accept damaged shipments and reserves the right to return goods at the Bidder's expense even if the damage was not apparent or discovered until after receipt of the items.

22. ATTORNEY FEES

In the event that the City should prevail in any litigation brought by either party to this bid to enforce any provisions of this bid, the successful bidder shall pay to the City the cost and attorney fees incurred pursuant to said litigation. This bid is governed by the laws of the State of California. Venue for all actions arising from this contract must be exclusively in the state or federal courts located in San Diego County, California.

23. HOLD HARMLESS

The successful bidder shall indemnify and hold harmless the City and its officers, employees and agents from all liability or claim of liability arising by reason of injury or damage to persons (including death) and or property occurring as a result of work done pursuant to the terms of this contract.

24. LIABILITY INSURANCE

The bidder will provide evidence of comprehensive general and automobile liability insurance as follows:

GL and Auto	\$1,000,000 Aggregate
Bodily Injury	\$1,000,000 Each Person
Property Damage	\$1,000,000 Each Accident
Workers' Compensation as required by statute	

Bidder will see to it that the City is named as an ADDITIONAL INSURED ENDORSEMENT for the liability policies as required by this bid. Any liability insurance required by this bid shall be provided by an insurance company admitted in California with A.M. Best's rating of A-rated, class V carrier or better. If the insurance is written by a non-admitted company, the company must be acceptable to the Department of Insurance of the State of California. Such a company must submit a service of suit endorsement as well as an additional insured endorsement. A copy of each certificate of insurance and an additional insured endorsement for the liability policy are to be made available and kept on file in the Purchasing Department prior to the granting of notice to proceed. The certificates and endorsement must be in a form acceptable to the City Attorney. Bidder shall maintain the policy(ies) in full force and effect during the entire period of this bid.

25. CITY PROVISIONS TO PREVAIL

Except as specified in the specifications, the City's Standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder shall not be acceptable to the City unless expressly assented to by the City by separate document. The City reserves the right to reject a bid containing unacceptable conditions as non-responsive as a condition of evaluation or award of the bid.

26. BUSINESS LICENSE

The successful bidder shall be required to obtain a City business license prior to the award of this contract.

27. ANTI-ASSIGNMENT CLAUSE

All payments made pursuant to this contract are not assignable and shall only be made payable to bidder.

28. LOBBYING: The bidder hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. DEBARMENT AND SUSPENSION

By submitting their (bids/proposal), (bidders/offerors) certify that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

30. ENVIRONMENTAL CONDITIONS (AIR AND WATER)

Bidders agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- (a) Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*;
- (c) Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

31. PUBLIC AGENCY CLAUSE

It is intended that any other public agency (e.g., city, district, public authority, public agency, municipal utility and other political subdivision or public corporation of California) located in the State of California shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility in connection with purchases made by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the successful bidder. This option shall not be considered in bid evaluation. Indicate below whether said option is or is not granted.

YES NO

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.

Signature

Signature

Title _____

Title _____

Of _____

Of _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____



"EXHIBIT A"

**CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT**

This Agreement is made this _____ day of _____, 20____.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: _____
760-xxxx
("CITY")

And: [Name]
[Street address]
[City, state, zip code]
[Attn: (name of contact)]
[Insert telephone number]
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$_____. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by _____. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution.

Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:

- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
- b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
- c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Signature

Department or Division Head Name & Title

Date: _____

[CONTRACTOR COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Jeffrey R. Epp
City Manager

Date: _____

[CONTRACTOR COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

Date: _____

Zack Beck
City Clerk

Date: _____

[CONTRACTOR COMPANY NAME]

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.